

Comcast Cablevision of Indianapolis, Inc.  
5330 East 65th Street  
P.O. Box 20911  
Indianapolis, IN 46220  
317-872-2225



October 25, 2000

Property Owner / Management Company

Dear Owner / Manager:

With so much growth and activity in our business these past few years, it is hard to believe the agreement to provide your residents with the advantages of broadband cable service has expired.

To continue providing the benefits of broadband technology we need to execute a new agreement. *Please review the enclosed document and call us at 734-454-1480.* We will customize the agreement for your property and return it for your signature within seven days.

In consideration of your time, and to thank you for your business, *we will send you a check in the amount of \$75.00* for every resident apartment covered under the agreement between now and November 20th.

*Please call us at 734-454-1480 today!*

Sincerely,

Kay'elen Perry  
Commercial Development Department



## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between Comcast Cablevision of Indianapolis, Inc. (the "Company"), whose address is 5330 E. 65<sup>th</sup> Street, Indianapolis, Indiana 46220 and \_\_\_\_\_ (the "Owner") who owns or has control over certain real estate and improvements thereon known as \_\_\_\_\_ located at \_\_\_\_\_ (the "Premises"), consisting of \_\_\_\_ residential units.

The Company has been granted by the [City/County] of \_\_\_\_\_ (the "[City/County] or (the "Franchise Authority") a franchise to construct and operate a cable communications system in the [City/County]. The Owner desires to provide cable communications services to the Premises, including, but not limited to, cable television service (the "Services") and the Company is willing to maintain and operate a cable communications system for such purposes on the Premises in accordance with the terms and conditions below.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. The System. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, cable home wiring, cable home run wiring, connectors, splitters, wall plates, equipment and appurtenant devices (the "System"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in constructing the System. The Company agrees to repair and/or replace any damage to the Premises resulting from the installation, operation, maintenance or removal of the System. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction, installation and operation of the System. The ownership of all parts of the System installed by the Company shall be and will remain the personal property of the Company. At no time during or after the term hereof shall the Owner or any third party have the right to use the System or any portion thereof for any purpose.

2. Access. The Owner will allow Company employees to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services and will use reasonable efforts to assure the Company access to any parts of the Premises

over which it does not have control for the same purposes. Owner will supply the names and unit numbers of residents at reasonable intervals. Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

3. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the exclusive right and license to construct, install, operate and maintain multi-channel video distribution facilities on the Premises (whether by cable, satellite, microwave or otherwise) and to deliver the Services to the Premises, unless otherwise required by applicable law.

4. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.

5. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, seven days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

6. Interference. Neither the Owner nor anyone operating on its behalf will tap or otherwise interfere with the System for any purposes. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device, provided, however, that should any device or any facility belonging to a resident (or Owner) not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue service to the Premises, or, at the Company's discretion, the individual unit, until such non-conformance is cured by the Owner or resident as the case may be.

7. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of fifteen (15) years. This Agreement shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

8. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.

9. Indemnification. The Company shall indemnify, defend and hold the Owner harmless from any and all claims, damage or expense arising out of the actions or omissions of the Company, its agents and employees with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement. The Owner shall indemnify, defend and hold the Company harmless from any and all claims, damage or expense arising out of the actions or omissions of the Owner, its agents and employees. In no event shall either Owner or the Company be liable for any consequential, indirect, incidental, special or punitive damages whatsoever.

10. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event the default is not cured, or a cure is not commenced, within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

b) Loss of Franchise. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company's franchise with the Franchise Authority or any renewal thereof ceases to be in effect.

11. Removal of System. Upon termination of this Agreement for any reason, the Company shall have a period of six (6) months in which it shall be entitled but not required to remove the System, including the cable home wiring and cable home run wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

12. Dispute Resolution. All disputes under this Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with multi-channel video program distribution systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of three (3) arbitrators, one of which shall be reasonably familiar with multi-channel video program distribution systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

13. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

b) Assignability: Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. Whenever notice is provided for herein, such notice shall be given in writing and shall be hand delivered, sent by certified mail, return receipt requested, or sent via overnight courier to the address set forth in the first paragraph of this Agreement or to such other address as may subsequently in writing be requested.

g) Entire Agreement: Amendments. This Agreement, including Exhibits A and B, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

\_\_\_\_\_  
OWNER: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Name:

Title:

ATTEST:

COMCAST CABLEVISION OF  
INDIANAPOLIS, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000  
by \_\_\_\_\_, of \_\_\_\_\_, on  
(Print Name)

behalf of the corporation. He/she is (personally known to me) or (has presented  
\_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My commission expires: \_\_\_\_\_

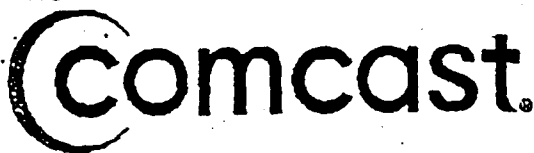
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000  
by \_\_\_\_\_, of Comcast Cablevision of Indianapolis, Inc., on behalf of the  
corporation. He/She is personally known to me and did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My Commission expires: \_\_\_\_\_



**EXHIBIT A  
GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated this \_\_\_\_ day of \_\_\_\_\_, 2000 by and between Comcast Cablevision of Indianapolis, Inc. its successors and assigns, hereinafter referred to as "Grantee" and \_\_\_\_\_, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service Agreement dated \_\_\_\_\_, 2000, (as amended, modified and supplemented throughout the date hereof, the "Agreement"), pursuant to which Grantor agrees to lease to Grantee certain premises located at the Property, as that term is defined below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property, hereby grant(s) to Grantee, its successors and assigns, an easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing cable television and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of \_\_\_\_\_, State of \_\_\_\_\_ described as follows:

**LEGAL DESCRIPTION:**  
(See Attached)

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with System and shall have free access to the System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.



This Easement shall run with the land, until the earlier expiration or termination of the Lease.  
Upon termination of this Easement, Grantee shall have the right to remove the System at its sole cost.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:

By: \_\_\_\_\_

Name:

Title:

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000  
by \_\_\_\_\_, of \_\_\_\_\_, on  
(Print Name)

behalf of the corporation. He/she is (personally known to me) or (has presented  
\_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000  
by \_\_\_\_\_, of Comcast Cablevision of Indianapolis, Inc., on behalf of the  
corporation. He/She is personally known to me and did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

My Commission expires: \_\_\_\_\_



**EXHIBIT B**  
**COMPENSATION AGREEMENT**

THIS COMPENSATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between Comcast Cablevision of Indianapolis, Inc. (the "Company"), with offices at 5330 East 65<sup>th</sup> Street, Indianapolis, IN 46220 and \_\_\_\_\_ (the "Owner"), with offices at \_\_\_\_\_, who owns or has control over certain real estate and improvements thereon known as \_\_\_\_\_ located at \_\_\_\_\_ (the "Premises") which consist of \_\_\_\_\_ residential units.

WHEREAS, the Company and Owner desire to enter into a Service Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, cable television service, on an exclusive basis; and

WHEREAS, in exchange for such exclusive rights, the Company will pay Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

- 1) As consideration for Owner entering into a fifteen (15) year Service Agreement (the "Agreement") with the Company, granting the Company, among other things, the exclusive right to provide cable television service to the Premises, the Company agrees to pay Owner a per unit fee of \$ 75.00 (total \$ \_\_\_\_\_ (the "Per Unit Compensation)) payable within thirty (30) days of an executed Service Agreement.
- 2) Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
- 3) Owner represents, warrants and covenants to the Company that:
  - a) Owner is, validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) Owner has full authority to enter into this Compensation Agreement and to perform its obligations hereunder.
  - c) Owner, its employees and agents shall at all times during the term of this Compensation Agreement comply with all applicable laws, ordinances, rules and regulations.
  - d) There are no decrees, orders of any court or administrative agency, consent agreements, or

IN WITNESS WHEREOF, the Parties have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

OWNER

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ATTEST:

COMCAST CABLEVISION OF  
INDIANAPOLIS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: